# **INVITATION FOR BIDS #Y16-126-ZM**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

#### LIFT EQUIPMENT MAINTENANCE AND REPAIRS TERM CONTRACT

Sealed bid offers in an **original** and **three** (3) **copies** for furnishing the above will be accepted up to 2:00 PM (local time), Tuesday, October 6, 2015, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

http://apps.ocfl.net/orangebids/bidopen.asp

A Non-Mandatory Pre-Bid Conference will be held on Wednesday, September 23, 2015, 2:00PM EST., located at the Orange County Convention Center, 9800 International Drive, South Concourse, Room S231A, Orlando, Florida 32819. Attendance is not mandatory but is encouraged.

### PARKING PASS IS ATTACHED

Johnny M. Richardson, CPPO, CFCM Manager, Procurement Division

### NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your pointof-contact for this solicitation is Zulay Millan, Senior Purchasing Agent at zulay.millan@ocfl.net.

# TABLE OF CONTENTS

DESCRIPTION	PAGE
GENERAL TERMS AND CONDITIONS	2-13
SPECIAL TERMS AND CONDITIONS	14-26
SCOPE OF SERVICES	27-37
BID RESPONSE FORM	38-41
EMERGENCY CONTACTS	42
ACKNOWLEDGEMENT OF ADDENDA	42
AUTHORIZED SIGNATORIES/NEGOTIATORS	43
REFERENCES	44-45
DRUG-FREE WORKPLACE FORM	
SCHEDULE OF SUBCONTRACTING FORM	
CONFLICT/NON-CONFLICT OF INTEREST FORM	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM	
RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	
EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT	
EXHIBIT B – COMMERCIAL GENERAL LIABILITY	
EXHIBIT C – COMMERCIAL GENERAL LIABILITY	
EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY	

EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

# 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

Bids submitted by e-mail, telephone or fax shall not be accepted. An emailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division Internal Operations Centre II 400 E. South Street, 2nd Floor Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment. For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

# 2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to <u>Zulay.Millan@ocfl.net</u>, no later than 5:00 PM Friday, September 25, 2015 to the attention of Zulay Millan, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

# 3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

### 4. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid. Award will be made to the lowest responsive and responsible bidder as determined by the County. The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

# 5. <u>NO BID</u>

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

# 6. <u>CONFLICT OF INTEREST</u>

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

# 7. <u>LEGAL REQUIREMENTS</u>

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

### 8. <u>MISTAKES</u>

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

#### 9. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

#### 10. <u>EEO STATEMENT</u>

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

#### 11. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <u>http://apps.ocfl.net/orangebids/bidresults/results.asp</u>, or upon notice of intended action, whichever is sooner.

#### 12. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

#### 13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida

and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsive and responsive and responsive and responsive is place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

# 14. <u>RECIPROCAL PREFERENCE</u>

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business except as provided below.

Effective July 1, 2015 the reciprocal local preference shall not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

# 15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<u>http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp</u> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

# Orange County Lobbyist Regulations General Information <u>http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx</u>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award. The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

# Orange County Protest Procedures <u>http://www.orangecountyfl.net/VendorServices/VendorProtestProced</u> <u>ures.aspx</u>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

# 16. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

### 17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

### 18. <u>PUBLIC ENTITY CRIME</u>

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business\_operations/state\_purchasing/ven dor\_information/convicted\_suspended\_discriminatory\_complaints\_vendor\_ lists/convicted\_vendor\_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

#### 19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

#### 20. <u>SUBCONTRACTING</u>

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached <u>"Schedule of Subcontractors Form</u>".

#### 21. <u>CONFLICT OF INTEREST FORM</u>

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

#### 22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

#### 23. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

#### **ORANGE COUNTY PROCUREMENT DIVISION**

Internal Operations Centre II 400 E. South Street, 2nd Floor Orlando, Florida 32801

# Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number
- B. Hour and Date of Opening

# C. Name of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

# 24. <u>COPIES</u>

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

# 25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division <u>prior</u> to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

# 26. ASSISTANCE WITH SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

### 27. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

### 28. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

#### 29. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

### 30. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

### 31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

# 32. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

# 33. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractor shall ensure the County has these same rights with subcontractors and suppliers.

### 34. <u>EMPLOYEES OF THE CONTRACTOR</u>

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

### 35. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

# 36. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

# Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

# 37. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

# Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

# 38. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

# 39. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

# 1. PRE-BID CONFERENCE

All interested parties are invited to attend a Non-Mandatory Pre-bid Conference on Wednesday, September 23, 2015, 2:00PM EST, located at the Orange County Convention Center, 9800 International Drive, South Concourse, Room S231A, Orlando, Florida 32819.

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

A complimentary parking pass is included as <u>Attachment B</u> for your convenience. Failure to present the parking pass to the OCCC parking attendant may result in having to pay for parking.

#### 2. INSPECTION OF FACILITIES/AREAS

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the bidder. Arrangement for Bidder's inspection of facilities and/or activity schedules will only be accommodated during the Pre-Bid Conference. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

### 3. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, annual dollar value of contract, names, addresses, email addresses and telephone numbers of owners by completing the reference sheets included herein. A minimum of three (3) commercial references shall be provided. Include a brief description of the various types of lift equipment serviced. References listed shall demonstrate a minimum of five (5) years' experience in providing a full range of services to similar equipment including Hi-Lift repair.
- B. List of equipment and facilities available to do the work. The bidder shall have a fully equipped service vehicle enabling the mechanic to perform most repairs on site. Should major repairs be required on large pieces of lift equipment, the Bidder's facility shall include proper equipment such as overhead cranes and dedicated scissor lifts or equivalent designed for removal and replacement of large components such as engines, etc.

- C. List of personnel, by name and title, contemplated to perform the work. The mechanics shall have a minimum of five (5) years of experience with the various types of equipment listed in the bid form. The mechanics shall be qualified as defined by American National Institute and Scaffold Industry Association. The bidder shall provide the following information:
  - 1. Resumes of all qualified mechanics contemplated to perform the work.
  - 2. Relevant certifications, training certificates received from manufacturers, national associations, and/or trade schools.
  - 3. "In House" training or other qualifiers may be accepted by virtue of a signed and dated list on company letterhead to include trainee, type of training and date.

At a minimum, the Contractor shall employ a full time experienced, qualified person on its management staff to be responsible for supervision of all aspects of the operations. The supervisor shall have experience in a supervisory capacity involving projects comparable in size and scope to the work under this contract and be available during normal business hours to the OCCC designated representative. A resume shall be submitted with this bid to verify work experience.

- D. Submit proof, in the form of a business tax receipt, current Occupational License from a county or municipality in the state of Florida, or any other incorporation document that demonstrates that the company has been in business providing lift equipment maintenance services for at least the last five (5) years.
- E. Submit proof, in the form of an occupational license of the principal place of business, that the business and all associated equipment is located physically within Orange, Lake, Seminole, or Osceola Counties in Florida.

# Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

# 4. <u>LICENSES AND PERMITS</u>

Prior to furnishing the requested service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

- A. Bidders to be considered for contract award under this Invitation for Bids, shall be licensed by all federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Required licenses shall be in the Bidder's name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, the Bidder shall provide copies of any applicable licenses not specifically required under Qualification of Bidders.

# 5. <u>BID ACCEPTANCE PERIOD</u>

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

### 6. <u>AWARD</u>

Award shall be made on an All-or-None Total Estimated Bid basis to the lowest responsive and responsible Bidder, including options.

### 7. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

### 8. <u>PERFORMANCE</u>

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than one (1) business day after authorization by the OCCC's designated representative. Performance for emergency repairs shall be an on-site response within four (4) hours after notification by the OCCC. Quarterly and annual inspections shall be performed in the time frame as further described in the specifications. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the funds extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **one (1)** calendar days from the beginning of such delay, notify the Procurement Division Manager in writing of the cause(s) of the delay.

# 9. <u>F.O.B POINT</u>

The F.O.B. will be Orange County Convention Center (OCCC) and remote buildings, 9800 and 9899 International Drive and 9860 Universal Blvd., Orlando, Florida 32819. Bid proposals showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to a designated point within Orange County.

### 10. TERMINATION

#### A. <u>Termination for Default:</u>

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

- 1. Provide services that comply with the scope of work/services herein or fails to meet the County's performance standards
- 2. Perform the services within the time specified in this contract or any extension.
- 3. Make progress so as to endanger performance of this contract
- 4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- 3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- 4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

# B. <u>Termination for Convenience:</u>

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. <u>A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.</u>

# 11. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH</u>

Any good delivered under a contract resulting from this bid shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.

- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

# 12. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

### 13. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

#### 14. PAYMENT

Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Convention Center Attn: Procurement Coordinator P O Box 691509 Orlando, FL 32859-1509 Phone (407) 685-5701

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

### 15. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

http://www.orangecountyfl.net/VendorServices/OrangeCountySafety andHealthManual.aspx

#### 16. **INSURANCE REQUIREMENTS**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via <u>www.floir.com/companysearch/</u> and A.M. Best Ratings are available at <u>www.ambest.com</u>)

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

### Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

The certificate holder shall read:

Orange County Board of County Commissioners c/o Procurement Division 400 E. South Street, 2<sup>nd</sup> Floor Orlando, Florida 32801

# 17. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) <u>year</u>. The contract may be renewed for two (2) additional one (1) <u>year</u> periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

### 18. PRICING

The County requires a firm price for the entire contract period, or as otherwise specified. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

# 19. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at <u>www.bls.gov</u>.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change** 

# **CPI-U Calculation Example:**

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

# 20. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% Bids Up To \$100,000
- B. 7% Bids Greater Than \$100,000 to \$500,000
- C. 6% Bids Greater Than \$500,000 to \$750,000
- D. 5% Bids Greater Than \$750,000 to \$2,000,000
- E. 4% Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% Bids Greater Than \$5,000,000

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% Bids Up To \$100,000
- B. 7% Bids Greater Than \$100,000 to \$500,000
- C. 6% Bids Greater Than \$500,000 to \$750,000
- D. 5% Bids Greater Than \$750,000 to \$2,000,000
- E. 4% Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% Bids Greater Than \$5,000,000

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

# 21. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

# 22. <u>CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM</u> <u>CONTRACTS</u>

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

# 23. <u>REFERENCES</u>

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

# 24. <u>REQUIREMENTS CONTRACT</u>

This is a Requirements Contract and the County's intent is to order from the Contractor all of the services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of services before the earliest date that delivery may be required under this contract, and if the Contractor will not accept an order providing for accelerated delivery, the County may acquire the services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the services from other sources until the deficient performance has been cured or the contract terminated.

# 1. <u>OVERVIEW</u>

The contractor shall provide full-service maintenance and repair to include all labor, materials, supplies, equipment, and tools for complete maintenance, inspection and repair service for material handling and lift equipment owned and operated by the Orange County Convention Center (OCCC) on an as-needed basis. The equipment items are physically located at three different OCCC buildings, namely the "West Building", the "Remote Building", and the "North/South Building". The Contractor shall provide manufacturer recommended guarterly inspections on each piece of equipment. The Contractor shall provide as-needed repair services as detailed in the specifications. The Contractor shall provide annual safety inspections on all boom and scissor lifts. A complete listing of equipment is attached to this bid document as Attachment Α.

# 2. <u>BACKGROUND</u>

The Orange County Convention Center is a high profile Convention Center requiring Four Diamond level of support services. Four Diamond facilities as defined by AAA are establishments that are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service and attention to detail. As it pertains to Material Handling and Lift Equipment Maintenance and Repair, this requires comprehensive services to ensure that all material handling, lift equipment, and other related equipment throughout the OCCC are maintained in an appropriate manner so as to enhance the OCCC's services to those groups and companies that utilize the OCCC for conventions, meetings, meals, and other assorted events.

The OCCC is responsible for ensuring the proper maintenance and operation of approximately seven (7) million square feet of meeting room, offices, exhibit space and other associated structures throughout OCCC campus.

### 3. <u>GENERAL INFORMATION</u>

- A. Hours of performance for Maintenance and Repair services shall be:
  - 1. Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM, excluding Orange County Holidays.
  - 2. Non-Standard Hours: Non-standard working hours are all hours other than Monday through Friday, 7:00 AM to 5:00 PM, weekends, and Orange County holidays. The Contractor shall provide a 24-hour point of contact for Non-Standard working hours.

Since the OCCC operates twenty-four (24) hours per day, <u>if the Contractor</u> <u>elects</u> to perform scheduled maintenance and inspections outside the Standard Hours stated above to avoid congestion caused by show activity held at the OCCC during Standard Hours, the Contractor will not receive any extra compensation.

- B. Each of the Contractor's motor vehicles brought onto the OCCC's property shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- C. The OCCC will identify locations where Contractor vehicle parking is available. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified.
- D. TRAVEL/MILEAGE COSTS

The Contractor shall be responsible for all of its travel and per diem costs to and from the OCCC. Travel time shall not be included when quoting and or invoicing for as-needed or emergency repairs and shall not be compensated by the County under any circumstances. Chargeable hours for repairs start when arriving at the OCCC. The <u>OCCC will not</u> reimburse the Contractor for lunch time taken by a Contractor's employee while on OCCC property.

# 4. <u>PERFORMANCE</u>

- A. All maintenance and repair work shall be scheduled to provide the least inconvenience to building occupants, events and visitors.
- B. All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the (1) industry, (2) equipment manufacturer, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.
- C. All service visits shall be coordinated with the OCCC Representative.
- D. Standards of Conduct
  - 1. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity.
  - 2. The Contractor's employees shall not be in OCCC private offices without express permission of OCCC personnel, nor shall they disturb papers on desks, open desk drawers or cabinets, or use Orange County telephones, computer equipment, copiers, or printers, except as authorized. The OCCC reserves the right to request removal of Contractor's employees that do not observe the standards of conduct.

- E. Non-interference with OCCC Business
  - 1. The Contractor will be notified by the OCCC Representative as to the manner of starting the work so as to cause a minimum of interference.
  - 2. The work shall be performed in such a manner that there will be no interruption or interference with the proper execution of OCCC business. Verbal interaction between Contractor's employees and building occupants shall be kept to a minimum.
  - 3. The Contractor agrees to alter work methods, schedules and procedures if the OCCC Representative determines that they are detrimental to County operations.
- F. Cooperation with Other Contractors

If any other contractors are on the same job-site conducting work, the OCCC Representative will inform the Contractor. The Contractor shall cooperate with and ensure non-interference of any other work being performed at the job site by other contractors.

# 5. <u>CONTRACTOR PERSONNEL</u>

- A. All Contractor employees shall be able to communicate, understand and follow written and verbal instructions in English and be able to identify and understand all signs and notices in and/or around the OCCC.
- B. Supervision of Personnel: The Contractor shall be responsible for the supervision and execution of contracted services by its employees. At a minimum, a quarterly inspection of OCCC conditions shall be conducted by Contractor's Regional Manager or equivalent to ensure that all maintenance services hereunder are properly performed. The Contractor shall notify OCCC of the name of such Manager responsible for contracted services and Manager shall have the authority to act as Contractor's agent. The Regional Manager shall notify the OCCC of site inspection and provide the OCCC with written and electronic confirmation of findings. The Contractor shall have sole responsibility for means, methods, techniques, procedures, safety precautions or employment practices in connection with Contractor's performance of contracted services.

Additionally, the Contractor shall identify a lead person or supervisor with whom the OCCC Representative may consult regarding contract performance.

C. The Contractor shall ensure that each of its employees are properly qualified and will use reasonable care in the performance of maintenance services. If the OCCC, in OCCC's sole opinion determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this Contract by performing

unsatisfactory work, interfering with operation of OCCC, bothering or annoying any occupants, other contractors or subcontractors then at OCCC, or that such actions or conduct is otherwise detrimental to OCCC, then upon OCCC's written notice, the Contractor shall immediately provide a qualified replacement.

- D. All personnel provided by the Contractor, whether employees of the Contractor or sub-contractors shall be competent, experienced, courteous, properly dressed with shirt displaying the company name/logo, photo ID badged and skilled in the maintenance and repair of material handling and lift equipment. The Contractor shall ensure that all employees prominently wear the ID badge on the front of their uniform at all times when on OCCC property. Contractor's personnel shall wear appropriate safety shoes during the performance of services under this contract. While working on OCCC property, all the Contractor's employees shall wear neat-appearing uniforms with company logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA and picture ID.
- E. The County reserves the right of approval of any and all Contractor employees and the right to request the removal of any employee. The Contractor agrees to promptly reassign any employee whose performance or behavior the OCCC finds unsatisfactory. In the event of a removal, the employee shall not be returned without the prior approval of the OCCC. If an employee is noted as Do Not Return (DNR'd), that employee shall not return to OCCC for any reason.
- F. The Contractor and their workers shall comply with OCCC Policies and Procedures while on premises. These are available on the OCCC website (www.occc.net). The Contractor's workers shall not remove any item such as giveaways, purchased items, trash or leftovers from OCCC property. The Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from tenants, customers or other persons at the OCCC. The Contractor shall ensure that all articles found by its employees on the Center's premises are turned over to the OCCC's designated representative in charge of such articles.
- G. A valid Florida driver's license (Commercial Driver's License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the OCCC's property. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.
- H. The Contractor shall ensure that each of its employees assigned to the OCCC attend eight (8) hours of the OCCC new hire training (TIPS) at no cost to the Center.
- I. All maintenance personnel, including subcontractors, shall identify themselves upon arrival on site and prior to beginning work and upon completion of work and leaving site. Contractor employees shall report to

designated OCCC personnel upon arrival and departure from property in the performance of maintenance services.

# J. SUBCONTRACTORS AND SUPPLIERS

Unless first approved in writing by OCCC, Contractor shall have no authority to engage any subcontractors or other parties to perform maintenance services. Neither OCCC approval nor designation of any subcontractors or suppliers nor failure of performance thereof by such parties, shall relieve, release or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

K. The Contractor shall maintain sufficient backup maintenance and repair personnel so that multiple concurrent failures are corrected in a timely manner.

# 6. <u>SAFETY</u>

- A. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the OCCC Representative within ten (10) business days following contract award.
- B. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- C. All equipment used in the performance of these services shall be properly maintained and subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the County's premises.
- D. Any damage to OCCC facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor.
- E. If certification (such as OSHA) is required for operation of any equipment used by the Contractor's employees, the Contractor shall ensure that all certifications are complete and up to date. All Contractor employees shall have copies of their equipment certification on their person when working at OCCC, and shall produce this certification upon request from OCCC employees.

# 7. SECURITY AND IDENTIFICATION

A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.

- B. Background Checks for the Contractor's staff must be approved by OCCC Security team prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows. The background checks shall be performed yearly:
  - 1. For all Contractor's staff and/or employee that will be working at any part of the Convention Center and related facilities, including Canadian Court Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.
  - 2. The Contractor shall provide a level 1 (5 years) background check, dated 90 days prior to contract start, for any employees before starting work to include:
    - a. Identification Verification
    - b. Selective Service Status (registered/unregistered).
    - c. FDLE Automated Criminal Record
    - d. Clerk of Courts by County of Residence
    - e. Employment Verification
    - f. DMB by State Residence
    - g. Military Verification
    - h. Professional License and Certification Check

Drug Screen – Five Panel

Amphetamines Cocaine Metabolites Marijuiana Metabolites Opiate Metabolites Phencyclidine

- C. Contractor's employees will not be allowed in OCCC without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the OCCC Representative, in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the OCCC Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to

the approval of the OCCC whether the employee shall continue to work at OCCC locations within this contract.

- F. The Contractor shall remove from Convention Center premises any employee who, in the opinion of the OCCC Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The OCCC Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace
- G. The Contractor shall not use employees of any temporary help-type employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- I. Access to a site shall be coordinated through the OCCC Representative.

### 8. <u>SCHEDULED QUARTERLY AND ANNUAL INSPECTIONS</u>

Scheduled quarterly and annual inspections shall be performed during Standard Business Hours as identified above. A listing of the current equipment at OCCC is included with this bid document as Attachment A.

A. Aerial Lift Inspections, Quarterly

The inspection shall be made by a person qualified as a mechanic on the specific make and model of the aerial lift. The inspection shall include all items specified by the manufacturer for a quarterly inspection and shall include but not be limited to the following:

- 1. All functions and their controls for speed(s), smoothness, and limits of motion;
- 2. Lower controls including the provisions for overriding of upper controls;
- 3. All chain and cable mechanisms for adjustment and worn or damaged parts;
- 4. All emergency and safety devices;

- 5. Lubrication of all moving parts, inspection of filter element(s), hydraulic oil, engine oil, and coolant as specified by the manufacturer.
- 6. Visual inspection of structural components and other components such as fasteners, pins, shafts and locking devices;
- 7. Placard, warnings and control markings;
- 8. Additional items as specified by the manufacturer. The Contractor shall not place any aerial lift into service until all malfunctions and problems have been corrected.
- B. Aerial Lift Inspections, Annual

The Contractor shall perform annual inspections on all aerial lifts no later than thirteen (13) months from the date of the prior annual inspection. The inspection shall be performed by a person(s) qualified as a mechanic on the specific make and model of the aerial lift. The inspection shall include all items specified by the manufacturer for an annual inspection.

C. Aerial Lift Inspections, As Needed per ANSI Standards

ANSI Standard A92.5 and A92.6 requires frequent inspections of aerial lifts by a qualified mechanic every three (3) months or 150 hours of operation, whichever comes first. The Contractor shall perform the quarterly inspection routine described above on all aerial lifts:

- 1. If an Aerial Lift exceeds 150 hours of use prior to the next scheduled quarterly inspection, the OCCC staff will notify the Contractor to schedule another inspection which shall be invoiced at the stated bid price.
- D. Tear Down Inspections, JLG Lifts

The Contractor shall perform tear-down inspections per manufacturer specifications for the JLG lifts, as identified in the bid documents. These inspections shall only be done with prior approval of the OCCC designated representative. Any repairs identified during this tear-down inspection shall be performed as Additional Work, at the pricing identified on the bid sheet.

E. Forklift, Pallet Jack and Related Equipment, Quarterly Inspections

The Contractor shall perform quarterly inspections on all forklifts, pallet jacks and other equipment as indicated on the bid sheets and on the listing of equipment, as identified as Attachment A.

F. The Contractor shall affix a quarterly or annual inspection certificate indicating the date of inspection to each piece of equipment when the service is complete.

- G. The Contractor shall advise the OCCC designated representative, as soon as practical, of any defect or condition that may adversely affect the proper operation of any equipment.
- H. The OCCC reserves the right to add newly acquired lift and material handling equipment to the contract for preventative maintenance during the course of the contract. The OCCC also reserves the right to delete equipment from the contract if the piece of equipment is past its useful life and will no longer be used by the OCCC.
- I. The Contractor shall perform work at the OCCC on site throughout the complex. The OCCC will assist the Contractor in locating equipment as needed.

# 9. ADDITIONAL WORK

- A. The Contractor shall perform as-needed repairs on lift and material handling equipment on both an emergency and non-emergency basis. For emergency repair requests, the on-call service mechanic's telephone response time shall be within sixty (60) minutes of notification. Onsite response shall be within four (4) hours for emergencies and within twenty-four hours for routine repairs. The OCCC designated representative during each notification will establish check-in location and procedure
- B. When additional work is requested by the OCCC, the Contractor shall provide a detailed written estimate for the work to the OCCC designated representative. The Contractor shall not start the repairs until receiving the express authorization of the OCCC designated representative. Performance of work without authorization may lead to non-payment for services.
- C. The OCCC may direct the Contractor to perform repairs at the location of equipment breakdown on OCCC property when equipment cannot be safely moved to repair space at the OCCC. If equipment must be removed from breakdown site for repairs, the Contractor shall provide transportation to move the equipment to the on-site repair location, which is near Building 12 for the West Building and the facility maintenance lay down area on the southeast dock for the North/South Building.
- D. Invoices submitted for additional work shall itemize the number of hours, the contracted hourly rate, and a list of the materials used. Parts will be reimbursed based on invoice/receipt attached for invoice repair, plus the appropriate markup/markdown as identified in the bid sheet. Orange County is exempt from paying Sales Tax; however, the Contractor will be reimbursed for any Sales Tax amount incurred as part of an open market purchase. Sales Tax reimbursement will not be subject to any administrative markup by the Contractor.

The Contractor shall submit a copy of the mechanic's service receipt indicating the date, time, unit number and nature of service performed. The OCCC designated representative must sign service receipts at the time the Additional Work is performed. OCCC will only pay shipping costs authorized for emergency repairs when the OCCC representative determines they are necessary after coordination with the Contractor. Failure to obtain an authorized signature may result in denial of payment for the work covered by the service receipt.

- E. The Contractor shall coordinate necessary warranty repairs on equipment still covered by manufacturer's warranties. These warranty repairs shall be performed by the authorized repair center as identified by the manufacturer.
- F. The OCCC will issue Delivery Orders per fiscal year for Additional Work. The Contractor shall reference the Contract Number and the appropriate Delivery Order number on all of its invoices. The OCCC will also issue an annual Delivery Order for all quarterly and annual inspections.

#### 10. <u>REPORTING</u>

The Contractor shall provide the OCCC designated representative with a monthly maintenance report, detailing all repairs and scheduled inspections performed on each piece of equipment during the month. In addition, the Contractor shall submit a monthly written summary of any potential and discovered deficiencies that require attention.

#### 11. NON-PERFORMANCE / UNSATATISFACTORY PERFORMANCE

- A. Services will be considered unacceptable and unsatisfactory performance when any one or more of the following conditions exist:
  - 1. Services were not performed in accordance with the content of this contract.
  - 2. Services were not performed within ten (10) working days of the scheduled maintenance date for the equipment specified. This requirement will be waived by the OCCC if the scheduled due date is conflicted by an emergency or the OCCC does not deliver the equipment on the scheduled maintenance date.
- B. In the event of non-performance of any or all of the routine services or repair work by the Contractor, the OCCC's Representative will have the right to exercise one of the following options:
  - 1. Notify the Contractor of non-performance/unsatisfactory performance and allow Contractor to correct such item of non-performance/unsatisfactory performance within a two (2) hour timeframe. Although the timeframe for making corrections generally will occur outside of the Contractor's normal working hours, the Contractor will not receive any further compensation. The OCCC will make no deductions for such item if it is properly corrected.

- 2. The OCCC reserves the right to correct any item of nonperformance/ unsatisfactory performance by any means it deems necessary to ensure the effective operation of the OCCC. Costs incurred by the OCCC for the correction using OCCC employees will be deducted from payments made to the Contractor at the rate established per the OCCC rate sheet. If another Contractor is used to correct the item, that cost will be deducted at the rate charged by the requested Contractor.
- C. The OCCC's Representative will notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Procurement Division, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

# 12. COUNTY'S (OCCC) RIGHT TO AUDIT SERVICES

The OCCC reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted will be submitted, in writing, to the Contractor. The Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense. Written notification to OCCC is required once all deficiencies are corrected.

#### BID RESPONSE FORM IFB #Y16-126-ZM

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

<u>No.</u>	<u>Description</u>	<u>Qty.</u>		<u>Unit Cost</u>	<u>Total Annual</u> <u>Estimated</u> <u>Bid</u>
1.	Electric Forklift Quarterly Inspection (Est. 14 Units)	56	Х	<pre>\$</pre> Each Inspection	= \$
2.	Propane Forklift Quarterly Inspection (Est. 14 Units)	56	Х	<pre>\$</pre> Each Inspection	= \$
3.	Scissor & Telescoping Lift Quarterly Inspection (12' to 40' – Est. 27 Units)	108	Х	<pre>\$</pre> Each Inspection	= \$
4.	Boom Lift Quarterly Inspection (40' to 60' – Est. 18 Units)	72	Х	<pre>\$ Each Inspection</pre>	= \$
5.	Boom Lift Quarterly Inspection (80' to 86' – Est. 3 Units)	9	Х	<pre>\$</pre> Each Inspection	= \$
6.	Boom Lift 80' to 86' Tear Down for JLG (Per Manufacturer Specs)	3	Х	\$ Each Service	= \$
7.	Ultra Boom 2 Man Telescoping Lift 95' to 135' Inspection (Est. 3 Units)	12	Х	<pre>\$</pre> Each Inspection	= \$
8.	Ultra Boom 2 Man Telescoping Lift 95' to 135' Tear Down for JLG (Per Manufacturer Specs)	3	Х	\$ Each Service	= \$

<u>No.</u>	<b>Description</b>	<u>Qty.</u>		<u>Unit Cost</u>	<u>Total Annual</u> <u>Estimated</u> <u>Bid</u>
9.	Pallet Truck, Electric Quarterly Inspection (Est. 23 Units)	92	Х	<pre>\$</pre> Each Inspection	= \$
10.	Trencher Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$</pre> Each Inspection	= \$
11.	Excavator Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$ Each Inspection</pre>	= \$
12.	Tractor Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$</pre> Each Inspection	= \$
13.	Trailer Mounted Water Tank Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$</pre> Each Inspection	= \$
14.	Golf Cart Lift Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$</pre> Each Inspection	= \$
15.	Trailer, HD Orange Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$ Each Inspection</pre>	= \$
16.	Pump with Trailer Quarterly Inspection (Est. 1 Unit)	4	Х	<pre>\$</pre> Each Inspection	= \$
17.	Labor for Repairs During Standard Business Hours (M-F, 7:00AM-5:00PM)	2,000	Х	\$ Per Hour	= \$
18.	Labor for Repairs During Non-Standard Business Hours (M-F, 7:00AM-5:00PM)	2,000	Х	\$ Per Hour	= \$

Company Name

<u>No.</u>	<b>Description</b>	<u>Qty.</u>	<u>Unit Cost</u>		<u>Total Annual</u> <u>Estimated</u> <u>Bid</u>
19.	Pick-up and Delivery of Lift if Repairs are needed to be made Offsite (Round Trip)	25	X \$ Per Round Trip	=	\$
20.	Percent Mark-up <u><b>OR</b></u> Mark-down for Materials/Parts over actual Cost. *	□ Mark-U	X% p OR □ Mark-Dowr Check One)		\$
	*Contractor shall submit supporting documentation with Invoice.	\$75,000 (Total An Example i	e if Mark-up is 10%, ) X 0.10 <b>= \$82,500</b> nual Estimated Bid) f Mark-down is 10%		
21.	Shipping Costs Reimbursement (Emergency Shipping if Pre-authorized Only)		0 X 0.90 <b>= \$67,500</b> nual Estimated Bid)	=	\$ <u>3.000.00</u>
22.	Unforeseen Fees (Sales Tax, Disposal Fees, etc.)			=	\$ <u>3.000.00</u>
	TOTAL ESTIMATE	ED ANNUA	L BID (ITEMS 1-21)	\$	
	ТО	TAL ESTIN	IATED 3-YEAR BID	\$	X 3YEARS

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid. Inquiries regarding this Invitation for Bids may be directed to Zulay Millan, Senior Purchasing Agent, at Zulay.Millan@ocfl.net

# **<u>Bid Response Documents</u>** - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. Please make sure forms are fully executed where required.
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

#### THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name:

### NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#:	D-U-N-S®	)#	
(Street No. or P.O. Bo	ox Number) (Street Name)	(City)	
(County)	(State)	(Zip Code)	
Contact Person:			
Phone Number:	Fax Nu	umber:	
Email Address:			
	EMERGENCY CONT	TACT	
Emergency Contact	Person:		
Telephone Number:	Cell Pho	one Number:	

Residence Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

#### ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No, Date	Addendum No, Date
Addendum No, Date	Addendum No, Date

## AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. <u>Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.</u>

Name	Title	Telephone Number/Email
(Signature)		(Date)
(Title)		
(Name of Business)		
The Bidder shall comp	plete and submit the foll	owing information with the bid:
Type of Organization	1	
Sole Prop	rietorship Part	nership Non-Profit
Joint Vent	ure Cor	poration
State of Incorporatio	n:	
Principal Place of Bus	iness (Florida Statute C	hapter 607):
		City/County/State
THE PRINCIPAL P	LACE OF BUSINE	SS SHALL BE THE ADDRESS OF

# THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is \_\_\_\_\_

#### REFERENCES

List three (3) customers during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1.	Company Name:						
	Owner's Name:						
	Description of services prov	ided:					
	Contract Amount:						
	Start and End Date of Contract:						
	Contact Person:						
	Address:						
	Telephone Number:						
	Email Address:						
2.	Company Name:						
	Owner's Name:						
	Description of services prov	ided:					
	Contract Amount:						
	Start and End Date of Contract:						
	Contact Person:						
	Address:						
	Telephone Number:						

	Email Address:
3.	Company Name:
	Owner's Name:
	Description of services provided:
	Contract Amount:
	Start and End Date of Contract:
	Contact Person:
	Address:
	Telephone Number:
	Email Address:

### DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Date

## SCHEDULE OF SUBCONTRACTING

## IFB NO. Y16-126-ZM

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

Company Name: \_\_\_\_\_

#### CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

#### CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

#### OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

# LITIGATION STATEMENT

#### CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, <u>**BY ATTACHMENT TO THIS FORM**</u>, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

# **E VERIFICATION CERTIFICATION**

Contract No.Y16-126-ZM

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y16-126-ZM, Lift Equipment Repair and Maintenance**, within the state of Florida.

NAME OF CONTRACTOR:	
ADDRESS OF CONTRACTOR:	
AUTHORIZED SIGNATURE:	
TITLE:	
DATE:	

#### RELATIONSHIP DISCLOSURE FORM FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

#### <u>Part I</u>

#### **INFORMATION ON BIDDER:**

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone:	(	)			

Facsimile:	(	)
	<b>\</b>	

# INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE: (Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: ( )\_\_\_\_\_ Facsimile: ( )\_\_\_\_\_ Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_\_YES \_\_\_\_NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

\_\_\_\_YES \_\_\_\_NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_\_YES \_\_\_\_NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

#### Part III

## ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder	Date
Printed Name and Title of Person completing	ig this form:
STATE OF: COUNTY OF:	
day of, 20 by personally known to me or has produced identification and did/did not take an oath.	as
(Notary Seal)	Signature of Notary Public Notary Public for the State of My Commission Expires:
Staff signature and date of receipt of form	_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

# FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

#### WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

#### WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

#### WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

# WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

#### HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step great grandparent, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

# DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

# WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

# WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

# WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

### CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

#### ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form:	
This is a Subsequent Form:	

#### Part I

#### Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable:

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
2.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
3.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
4.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
5.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
6.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
7.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No
8.	Name and address of individual or business entity:
	Are they registered Lobbyist? Yes or No

# <u>Part II</u>

#### **Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- •Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- •Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- •Any other contribution or expenditure made by or to a political party;
- •Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

# Part III

#### Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date Sig	nature of  Principal or  Principal's Authorized Agent (check appropriate box)
Printed Name and Title of Person cor	mpleting this form:
STATE OF	: :
day of, 20	trument was acknowledged before me this by He/she is cedas path.
Witness my hand and official the day of, in	seal in the county and state stated above on the year
(Notary Seal)	Signature of Notary Public Notary Public for the State of My Commission Expires:
Staff signature and date of receipt of	form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

# FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

#### WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

#### WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

#### HOW ARE THE KEY RELEVANT TERMS DEFINED?

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) Lobbying also

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

### DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

### WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

#### WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

# WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

#### CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

# AGENT AUTHORIZATION FORM

I/We, (Print Bidder name),	Do
hereby authorize (print agent's name),,	, to
act as my/our agent to execute any petitions or other documents necessary to aff	ect
the CONTRACT approval PROCESS more specifically described as follows, (I	FB
NUMBER AND TITLE), and to appear	on
my/our behalf before any administrative or legislative body in the county considering t	this
CONTRACT and to act in all respects as our agent in matters pertaining TO TH	HIS
CONTRACT.	

Signature of Bidder		Date
STATE OF COUNTY OF	: :	and hoforo mo this
i certify that the foregoing inst	iument was acknowledg	yeu belore me uns
day of, 20	_ by	He/she is
personally known to me or has produidentification and did/did not take an		as

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

Signature of Notary Public	
Notary Public for the State	
of	
My Commission	
Expires:	

#### **EXHIBIT A**

#### LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:	
Workers' Compensation Carrier:	
A.M. Best Rating of Carrier:	
Inception Date of Leasing Arrangement:	

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor:	
Signature of Owner/Officer:	
Title:	Date:

	_	
AC	O	RD"
1		

# CERTIFICATE OF LIABILITY INSURANCE

|--|

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder the terms and conditions of the policy	IVEL URA ND T is ar	Y OF NCE HE C ADD tain p	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER. DITIONAL INSURED, the solicies may require an e	EXTENTE A C	ND OR ALT CONTRACT I	ER THE CO BETWEEN T endorsed.	VERAGE AFFORDED E THE ISSUING INSURER	(Y THE (S), AL	POLICIES JTHORIZED
certificate holder in lieu of such endor	seme	ent(s)		CONTAI NAME:	ст				
1. Name of Agent or Broke	r			PHONE (A/C, No			FAX (A/C, Noi:		
Street Address				E-MAIL ADDRE					
City, State, Zip						URER(8) AFFOR	RDING COVERAGE		NAIC #
INSURED				INSURE					
<ol><li>Name of Insured</li></ol>				INSURE	2				
Street Address				INSURE	RD:				
City, State, Zip				INSURE					
COVERAGES CER	TIFI	CATE	E NUMBER:	INSURE	KF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	OF	INSU	RANCE LISTED BELOW HA						
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT	ain,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBEI	D HEREIN IS SUBJECT TO		
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. um	8	
GENERAL LIABILITY		_			-		EACH OCCURRENCE DAMAGE TO RENTED	\$	
3. COMMERCIAL GENERAL LIABILITY	4.	5.	6.		7.		PREMISES (Ea occurrence)	\$	
CLAIMS-MADE OCCUR							MED EXP (Any one person) PERSONAL & ADV INJURY	5 5	
							GENERAL AGGREGATE	5	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
POLICY PRO- JECT LOC								\$	
AUTOMOBILE LIABILITY 9.							(Ea accident)	5	
ANY AUTO 5. ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	5 5	
HIRED AUTOS AUTOS							(Per accident)	* 5	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	5	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
AND EMPLOYERS' LIABILITY 10.							WC STATU- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory In NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
11.									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach	ACORD 101, Additional Remarks	Sohedule	If more space is	required)			
a									
Orange County Government						-	-		-
applies in favor of Orange Co	oun	ty G	Government, it's a	gents	, employ	ees, and	officials on the W	/orke	er's
Compensation Policy.									
CERTIFICATE HOLDER				CANO	ELLATION				
<ol> <li>Orange County Board of Procurement Division 400 E. South Street</li> </ol>	f Co	ount	y Commissioners						
				AUTHO	RIZED REPRESE	NTATIVE			
Orlando, Florida 32801				14.					

ACORD 25 (2010/05)

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#### ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. PRODUCER: Agent's name and address must be shown along with contact name phone, fax, and email address.

2. INSURED: Legal name and address of the entity entering into the contract or agreement

3. INSURERS AFFORDING COVERAGE & NAIC #: Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR LTR section for each coverage line listed on the certificate.

4. ADDL INSR: Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.

5. SUBR WVD: Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.

POLICY NUMBER: A policy number should be listed for each line of coverage for which commercial insurance is being provided.

POLICY EFFECTIVE/EXPIRA TJON DATES: Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.

8. LIMITS: As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.

 AUTOMOBILE LIABILITY: The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.

10. WORKERS' COMPENSATION: Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.

11. OTHER: This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.

12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.

13. CERTIFICATE HOLDER: Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.

14. AUTHORIZED REPRESENTATIVE: This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

#### EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).

YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;

AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;

STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;

ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## **ADDITIONAL INSURED – DESIGNATED** PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR ORLANDO, FL 32801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- Α. In the performance of you ongoing operations; or
- Β. In connection with your premises owned by or rented to you.

## EXHIBIT D

#### WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

Effective April 1, 1984

Advisory

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

#### Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR ORLANDO, FL 32801

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# EXHIBIT E

POLICY NUMBER:

## COMMERCIAL GENERAL LIABILITY CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "Products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

# ATTACHMENT A

CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
650 / 0695 , FACILITY OPERATIONS #6	FACILITY OPERATIONS	500014	2003	FORKLIFT , ELECTRIC ,WALK-BEHIND	A895N01510A	YALE	MSW020MEN24TV080	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #12	EVENT UTLITIES	500301	2003	FORKLIFT , ELECTRIC	E807N05460A	YALE	ERP030TGE36TE078	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #2	WAREHOUSE	500302	2003	FORKLIFT , ELECTRIC	E807N05452A	YALE	ERP030TGE36TE078	SOLID / RUBBER
625 / 0699 , EVENT RIGGING #50	RIGGING	500724	2004	FORKLIFT , ELECTRIC , WALK-BEHIND LIFTER	A895N01564B	YALE	MSW020E	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #20	CENTERPLATE	506535	2011	FORKLIFT , ELECTRIC	G807N02375J	YALE	ERP030VT	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #3	WAREHOUSE	506671	2011	FORKLIFT , ELECTRIC	TMX250-0718- 9803KF	CLARK	TMX15S	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #5	WAREHOUSE	509053	2012	FORKLIFT , ELECTRIC , WALK-BEHIND LIFTER	1198578 / 120121	PRESTO	PPS2200-125AS	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #19	ENVIRONMENTAL SRVS	928419	2000	FORKLIFT , ELECTRIC	E807N01522W	YALE	ERP030TEN36SE078	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #4	WAREHOUSE	938165	2000	FORKLIFT , ELECTRIC	E807N02676X	YALE	ERP0030TNG36TE078	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #13	EVENT UTLITIES	944096	1995	FORKLIFT , ELECTRIC STAND-UP	N579638	YALE	ESC-D30A	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #8	FACILITY OPERATIONS	944099	1995	FORKLIFT , ELECTRIC STAND-UP	N579639	YALE	ESC-D30A	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #14	EVENT UTLITIES	944100	1995	FORKLIFT , ELECTRIC STAND-UP	N579640	YALE	ESC-D30A	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #15	EVENT UTLITIES	957713	1996	FORKLIFT , ELECTRIC , WALK-BEHIND	089334	ROLLLIFT	PSA-25T08	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #16	EVENT UTLITIES	976746	2003	FORKLIFT , ELECTRIC	E807N046167	YALE	ERP030TGE36TE078	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #17	EVENT SET-UP	500360	2003	FORKLIFT , PROPANE	A875B24633A	YALE	GLP060TGUEAE087	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #1	EVENT SET-UP	500431	2003	FORKLIFT , PROPANE	AT13E31277	CATERPILLAR	GP30K	SOLID / RUBBER
625 / 0699 , EVENT RIGGING #51	RIGGING	504328	2008	FORKLIFT , PROPANE	218847A	KOMATSU	FG28ST-16	SOLID / RUBBER
625 / 0699 , EVENT RIGGING #52	RIGGING	511779	2014	FORKLIFT , PROPANE	AF82F40196	MITSUBISHI	EGC25N4	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #21	FACILITY OPERATIONS	511910	2014	FORKLIFT , PROPANE	C875V02475M	YALE	GLP070VXNLAE091	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #22	FACILITY OPERATIONS	511911	2014	FORKLIFT , PROPANE	C875V02476M	YALE	GLP070VXNLAE091	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #23	EVENT UTLITIES	512525	2014	FORKLIFT , PROPANE	C875V02533M	YALE	GLP060VXNVAE091	SOLID / RUBBER

CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
650 / 0695 , FACILITY OPERATIONS #24	EVENT UTLITIES	512526	2014	FORKLIFT , PROPANE	C875V02534M	YALE	GLP060VXNVAE091	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #25	WAREHOUSE	512527	2014	FORKLIFT , PROPANE	AT13F40483	CATERPILLAR	2P600	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #7	FACILITY OPERATIONS	913928	1988	FORKLIFT , PROPANE	58400894	ТСМ	FCG30N5	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #9	FACILITY OPERATIONS	944210	1995	FORKLIFT , PROPANE	900096-952802	NISSAN	KCUGH02F35V	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #18	EVENT SET-UP	944211	1995	FORKLIFT , PROPANE	900096-952803	NISSAN	KCUGH02F35V	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #10	FACILITY OPERATIONS	946555	2001	FORKLIFT , PROPANE	A875B10062X	YALE	GLP050RGE854	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #11	FACILITY OPERATIONS	976747	2003	FORKLIFT , PROPANE	A875B23138A	YALE	GLP060TGEUAE087	SOLID / RUBBER
650 / 0695 FAC. OPERATIONS	FACILITY OPERATIONS (REMOTE BLDG)	TBD	2015	MOBILE STOCK PICKER, TELESCOPING, 20', ELECTRIC	TBD	JLG	20MSP	TBD
650 / 0695 FAC. OPERATIONS #40	FACILITY OPERATIONS	506502	2010	LIFT , ONE MAN TELESCOPING 12' , BLUE & SILVER , ELECTRIC	GR11-17459	GENIE	GR-12	SOLID / RUBBER
625 / 0699 RIGGING #4	RIGGING	501990	2004	LIFT, SCISSOR 19', ORANGE & YELLOW, PLATFORM SIZE (6'L X 3'W ), ELECTRIC	0200126376	JLG	1930ES	SOLID / RUBBER
625 / 0699 RIGGING #5	RIGGING	503035	2006	LIFT, SCISSOR 19', ORANGE & YELLOW, PLATFORM SIZE (7'L X 2'W ), ELECTRIC	0200159884	JLG	1930ES//4EU70	SOLID / RUBBER
625 / 0699 RIGGING #6	RIGGING	503036	2006	LIFT, SCISSOR 19', ORANGE & YELLOW, PLATFORM SIZE (7'L X 2'W ), ELECTRIC	0200159881	JLG	1930ES//4EU70	SOLID / RUBBER
650 / 0695 FAC. OPERATIONS #43	FACILITY OPERATIONS	503244	2008	LIFT , SCISSOR 19' , BLUE & GREY , PLATFORM SIZE ( 5'L X 2'W ) , ELECTRIC	GS300B	GENIE	1930	SOLID / RUBBER
650 / 0695 FAC. OPERATIONS #57	FACILITY OPERATIONS	511320	2013	LIFT, SCISSOR 19', ORANGE & YELLOW, PLATFORM SIZE (6'L X 3'W ), ELECTRIC	0200223096	JLG	1930ES	SOLID / RUBBER
650 / 0695 FAC. OPERATIONS #58	FACILITY OPERATIONS	511321	2013	/	0200223098	JLG	1930ES	SOLID / RUBBER
650 / 0695 FAC. OPERATIONS #59	FACILITY OPERATIONS	511322	2013	LIFT , SCISSOR 19' , ORANGE & YELLOW , PLATFORM SIZE ( 6'L X 3'W ) , ELECTRIC	0200223141	JLG	1930ES	SOLID / RUBBER

CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
				LIFT , SCISSOR 19' , WHITE				
650 / 0695 FAC.	FACILITY			& BLUE , PLATFORM SIZE (				SOLID /
OPERATIONS #41	OPERATIONS	916008	1989	7'L X 2'W ) , ELECTRIC	989-19115	MARKLIFT	J19	RUBBER
				LIFT, SCISSOR 19', WHITE				
650 / 0695 FAC.	FACILITY	010115	1000		400004400		14.0	SOLID /
OPERATIONS #42	OPERATIONS	919415	1990	7'L X 2'W ) , ELECTRIC	109021400	MARKLIFT	J19	RUBBER
				YELLOW & ORANGE ,				
650 / 0695 FAC.	FACILITY			PLATFORM SIZE ( 8'L X				SOLID /
OPERATIONS #62	OPERATIONS	511325	2013		0200223608	JLG	2030ES	RUBBER
		011020	2010	LIFT, SCISSOR 20',	0200220000	020	200020	ROBBER
				YELLOW & ORANGE .				
650/0695 FAC.	FACILITY			PLATFORM SIZE (8'L X				SOLID /
OPERATIONS #63	OPERATIONS	511326	2013	2.5'W), ELECTRÌC	0200223540	JLG	2030ES	RUBBER
				LIFT, SCISSOR 20',				
				YELLOW & ORANGE ,				
650/0695 FAC.	FACILITY			PLATFORM SIZE ( 8'L X				SOLID /
OPERATIONS #64	OPERATIONS	511327	2013	2.5'W), ELECTRIC	0200223644	JLG	2030ES	RUBBER
				LIFT, SCISSOR 20',				
				YELLOW & ORANGE ,				
650 / 0695 FAC. OPERATIONS #65	FACILITY	511328	2012	PLATFORM SIZE (8'L X	0200223605	JLG	202058	SOLID / RUBBER
OPERATIONS #00	OPERATIONS	511326	2013	2.5'W), ELECTRIC LIFT, SCISSOR 20',	0200223605	JLG	2030ES	RUDDER
				YELLOW & ORANGE ,				
625 / 0699 RIGGING				PLATFORM SIZE (8'L X 2'W				SOLID /
#7	RIGGING	903997	1994	), ELECTRIC	0200014068	JLG	CM 2033	RUBBER
				LIFT , ONE MAN	0200011000		0	
				TELESCOPING 23',				
650/0695 FAC.	FACILITY			YELLOW & BLACK				SOLID /
OPERATIONS #44	OPERATIONS	944149	1995	ELECTRIC	0912	WORKFORCE	XLT CAT 23	RUBBER
				LIFT , ONE MAN				
				TELESCOPING 23',				
625 / 0699 RIGGING	BLO GINIO			YELLOW & BLACK ,				SOLID /
#1	RIGGING	944150	1995	ELECTRIC	0911	WORKFORCE	XLT CAT 23	RUBBER
650 / 0695 FAC. OPERATIONS #45	FACILITY	500980	2004	TELESCOPING 25' , BLACK 7 SILVER , ELECTRIC	0900022970	JLG	25AM	SOLID / RUBBER
OPERATIONS #45	OPERATIONS	200960	2004	LIFT, SCISSOR 26',	0900022970	JLG	254101	RUDDER
				YELLOW & ORANGE ,				
625 / 0699 RIGGING				PLATFORM SIZE (8'L X 4'W				SOLID /
#9	RIGGING	500084	2003	), ELECTRIC	0200114237	JLG	2646E2	RUBBER
-				LIFT, SCISSOR 26',				
				YELLOW & ORANGE ,				
625 / 0699 RIGGING				PLATFORM SIZE (8'L X 4'W				SOLID /
#8	RIGGING	500088	2003	), ELECTRIC	0200114575	JLG	2646E2	RUBBER
				LIFT, SCISSOR 26',				
				YELLOW & BLACK ,				
650 / 0695 FAC.	FACILITY			PLATFORM SIZE (7'L X 3'W		0001/-	0.000	SOLID /
OPERATIONS #46	OPERATIONS	944147	1995	), ELECTRIC	34044	GROVE	SM2646E	RUBBER

CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
				LIFT, SCISSOR 26',				
650 / 0695 FAC.	FACILITY			YELLOW & BLACK , PLATFORM SIZE ( 7'L X 3'W				SOLID /
OPERATIONS #47	OPERATIONS	944148	1995	), ELECTRIC	34043	GROVE	SM2646E	RUBBER
				LIFT , ONE MAN				
				TELESCOPING 30',				
650 / 0695 FAC.	FACILITY	544040	0040	ORANGE & YELLOW ,	0000470700		<b>F200A</b>	SOLID /
OPERATIONS #55	OPERATIONS	511318	2013	ELECTRIC (W/JIB)	0300178782	JLG	E300AJ	RUBBER
				TELESCOPING 30',				
650/0695 FAC.	FACILITY			ORANGE & YELLOW ,				SOLID /
OPERATIONS #56	OPERATIONS	511319	2013	ELECTRIC (W/JIB)	0300178786	JLG	E300AJ	RUBBER
625 / 0699 RIGGING #2	RIGGING	944754	1995	TELESCOPING 36', BLUE & SILVER, ELECTRIC	3895-10706	GENIE	AWP 36	SOLID / RUBBER
π <b>∠</b>		544754	1000	LIFT, SCISSOR 39',	3033 10700	GEINE	AWI 30	ROBBER
				YELLOW & ORANGE ,				
625 / 0699 RIGGING				PLATFORM SIZE (8'L X 5'W				SOLID /
#10	RIGGING	904760	1995	), ELECTRIC	0200014325	JLG	3969 ELECTRIC	RUBBER
				LIFT, SCISSOR 40', YELLOW & ORANGE,				
625 / 0699 RIGGING				PLATFORM SIZE ( 10'L X				SOLID /
#11	RIGGING	500083	2003	5'W), ELECTRIC	0200108698	JLG	4069LE	RUBBER
				LIFT, ARTICULATING				
050 / 0005 540				BOOM 40', WITHOUT/JIB,				
650 / 0695 FAC. OPERATIONS #49	FACILITY OPERATIONS	502248	2005	ORANGE & YELLOW , ELECTRIC	0300089896	JLG	E400A	SOLID / RUBBER
		002210	2000	LIFT, SCISSOR 40',		020	2100/1	ROBBER
				YELLOW & ORANGE,				
650 / 0695 FAC.	FACILITY			PLATFORM SIZE ( 10'L X			(000) <b>-</b>	SOLID /
OPERATIONS #60	OPERATIONS	511323	2013	5'W), ELECTRIC LIFT, SCISSOR 40',	0200223208	JLG	4069LE	RUBBER
				YELLOW & ORANGE ,				
650/0695 FAC.	FACILITY			PLATFORM SIZE (10'L X				SOLID /
OPERATIONS #61	OPERATIONS	511324	2013	5'W), ELECTRIC	0200223054	JLG	4069LE	RUBBER
				LIFT, SCISSOR 40',				
650 / 0695 FAC.	FACILITY			YELLOW & ORANGE , PLATFORM SIZE ( 10'L X				SOLID /
OPERATIONS #66	OPERATIONS	512540	2014		0200237244	JLG	4069LE	RUBBER
		0.20.0		LIFT, SCISSOR 40',	0200201211			
			1	YELLOW & ORANGE,				
650 / 0695 FAC.	FACILITY	E40544	2044	PLATFORM SIZE (10'L X				SOLID /
OPERATIONS #67	OPERATIONS	512541	2014	5'W), ELECTRIC		JLG	4069LE	RUBBER
625 / 0699 RIGGING				TELESCOPING 40', BLUE &				SOLID /
#3	RIGGING	934620	1998	SILVER, ELECTRIC	38987236	GENIE	AWP-40DC	RUBBER
				LIFT , ARTICULATING				
650 / 0695 FAC.	FACILITY	500700	0014	BOOM 45', WITH/JIB, BLUE	745 40400			INFLATABL
OPERATIONS #50	OPERATIONS	506723	2011	& GREY , ELECTRIC	Z45-43132	GENIE	Z-45/25J	E

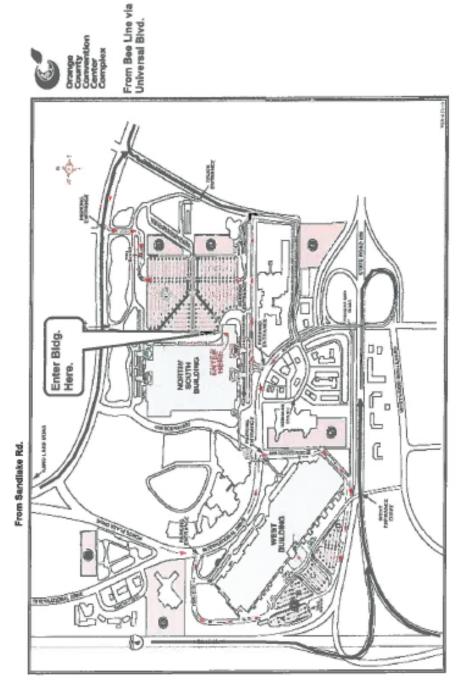
CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
650 / 0695 FAC. OPERATIONS #51	FACILITY OPERATIONS	508070	2012	LIFT , ARTICULATING BOOM 45' , WITHOUT/JIB ,	745 44404	GENIE	745 45/05	INFLATABL E
625 / 0699 RIGGING #12	RIGGING	508979	2012	BLUE & GRAY, ELECTRIC LIFT, ULTRA BOOM 45', WITHOUT/JIB, ORANGE & YELLOW, ELECTRIC	Z45-44401 0300164651	JLG	Z45-45/25 E450A	SOLID / RUBBER
625 / 0699 RIGGING #13	RIGGING	510117	2012	LIFT , ULTRA BOOM 45' , WITHOUT/JIB , ORANGE & YELLOW , ELECTRIC	0300164607	JLG	E450A	SOLID / RUBBER
625 / 0699 RIGGING #14	RIGGING	510118	2012	LIFT , ULTRA BOOM 45' , WITHOUT/JIB , ORANGE & YELLOW , ELECTRIC	0300164338	JLG	E450A	SOLID / RUBBER
625 / 0699 RIGGING #15	RIGGING	510119	2012	LIFT , ULTRA BOOM 45' , WITHOUT/JIB , ORANGE & YELLOW , ELECTRIC	0300164224	JLG	E450A	SOLID / RUBBER
625 / 0699 RIGGING #19	RIGGING	500087	2003	LIFT , BOOM 60' , WITH/JIB , ORANGE & YELLOW , PROPANE GAS	0300072120	JLG	600A	INFLATABL E
650 / 0695 FAC. OPERATIONS #52	FACILITY OPERATIONS	502249	2005	LIFT, ARTICULATING BOOM 60', WITHOUT/JIB, ORANGE & YELLOW, DUAL FUEL	0300090049	JLG	600A	INFLATABL E
625 / 0699 RIGGING #16	RIGGING	510120	2012	LIFT, ARTICULATING BOOM 60', WITH/JIB, ORANGE & YELLOW, PROPANE GAS	0300164589	JLG	600AJ	SOLID / RUBBER
625 / 0699 RIGGING #17	RIGGING	510121	2012	LIFT , BOOM 60' , WITH/JIB , ORANGE & YELLOW , PROPANE GAS	0300164590	JLG	600AJ	SOLID / RUBBER
625 / 0699 RIGGING #18	RIGGING	510122	2012	LIFT , ARTICULATING BOOM 60' , WITH/JIB , ORANGE & YELLOW , PROPANE GAS	0300164586	JLG	600AJ	SOLID / RUBBER
625 / 0699 RIGGING #23	RIGGING	512539	2014	LIFT, ARTICULATING BOOM 80', WITHOUT/JIB, ORANGE & YELLOW, DUAL FUEL		JLG	800AJ	SOLID / RUBBER
625 / 0699 RIGGING #20	RIGGING	900886	1993	LIFT , BOOM 80' , WITHOUT/JIB , YELLOW & ORANGE , GAS	0300017388	JLG	80-HX	INFLATABL E
625 / 0699 RIGGING #21	RIGGING	500086	2003	LIFT , BOOM 86' , WITH/JIB , ORANGE & YELLOW , PROPANE GAS	0300072363	JLG	860SJ	INFLATABL E
650 / 0695 FAC. OPERATIONS #53	FACILITY OPERATIONS	511316	2013	LIFT , TWO MAN TELESCOPING REACHMASTER 95' , BLUE & WHITE , ELECTRIC	13016	REACHMASTER	FS 95	SOLID / RUBBER

CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
650 / 0695 FAC. OPERATIONS #54	FACILITY OPERATIONS	511317	2013	LIFT, TWO MAN TELESCOPING REACHMASTER 95', BLUE & WHITE, ELECTRIC	13019	REACHMASTER	FS 95	SOLID / RUBBER
625 / 0699 RIGGING #22	RIGGING	500085	2003	LIFT , ULTRA BOOM 135' , WITH/JIB , ORANGE & YELLOW , PROPANE GAS	0300071508	JLG	1350SJP	INFLATABL E
650 / 0695 , FACILITY OPERATIONS #80	CENTERPLATE	002180	1998	PALLET TRUCK , ELECTRIC	2HL04255	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #81	CENTERPLATE	500511	2003	PALLET TRUCK , ELECTRIC	2HL09586	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #82	CENTERPLATE	500512	2003	PALLET TRUCK , ELECTRIC	2HL09582	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #83	CENTERPLATE	500513	2003	PALLET TRUCK , ELECTRIC	2HL09583	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #84	CENTERPLATE	500514	2003	PALLET TRUCK , ELECTRIC	2HL09584	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #85	EVENT UTILITIES	500516	2003	PALLET TRUCK , ELECTRIC	2HL09581	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #86	CENTERPLATE	502253	2005	PALLET TRUCK , ELECTRIC	2HL11298	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #87	CENTERPLATE	506605	2011	PALLET TRUCK , ELECTRIC	90384461	JUNGHEINRICH	ERC 327	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #88	CENTERPLATE	506606	2011	PALLET TRUCK , ELECTRIC	90384462	JUNGHEINRICH	ERC 327	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #89	CENTERPLATE	506607	2011	PALLET TRUCK , ELECTRIC	90384478	JUNGHEINRICH	ERC 327	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #90	CENTERPLATE	506608	2011	PALLET TRUCK , ELECTRIC	90384479	JUNGHEINRICH	ERC 327	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #91	EVENT SET-UP	508982	2012	PALLET TRUCK , ELECTRIC	6A300043	CROWN	PR 4500-60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #102	EVENT SET-UP	512954	2015	PALLET TRUCK , ELECTRIC	6A335428	CROWN	PR 4500-60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #92	CENTERPLATE	929050	1999	PALLET TRUCK , ELECTRIC	2HL05014	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #93	EVENT SET-UP	938041	2000	PALLET TRUCK , ELECTRIC	6A182203	CROWN	PR 5040-60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #94	EVENT UTILITIES	949820	2002	PALLET TRUCK , ELECTRIC	2HL06685	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #95	CENTERPLATE	949821	2002	PALLET TRUCK , ELECTRIC , WALK-BEHIND	2CL16108	CATERPILLAR	NPP40	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #96	EVENT SET-UP	955215	1996	PALLET TRUCK , ELECTRIC	6A142345	CROWN	PR 3040-60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #97	EVENT SET-UP	957008	1996	PALLET TRUCK , ELECTRIC	6A143985	CROWN	60 PR	SOLID / RUBBER

CLASS / CUSTODIAN	ASSIGNED TO	ASSET #	YEAR	DESCRIPTION	SERIAL #	MFG	MODEL #	TIRE / TYPE
650 / 0695 , FACILITY OPERATIONS #98	ENVIRONMENTAL SRVS	960704	1998	PALLET TRUCK , ELECTRIC	A803N10014V	YALE	MPE 060	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #99	CENTERPLATE	976717	2003	PALLET TRUCK , ELECTRIC	2HL09300	CATERPILLAR	NPV60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #100	EVENT SET-UP	976798	2003	PALLET TRUCK , ELECTRIC	6A207104	CROWN	PR 3040-60	SOLID / RUBBER
650 / 0695 , FACILITY OPERATIONS #101	EVENT SET-UP	976799	2003	PALLET TRUCK , ELECTRIC	6A207103	CROWN	PR 3040-60	SOLID / RUBBER
650 /0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	503152	2007	TRENCHER	1VRX051E271002729	VERMEER	RT100	
650 / 0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	503153	2007	EXCAVATOR	1VRY090M453000180	VERMEER	CX218	
650 / 0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	901366	1994	TRACTOR	60547	KABOTA	L4850	
650 / 0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	901365	1994	TRAILER MOUNTED, WATER TANK	11330	VANS	T-50023/500GAL	
650 / 0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	926575	1999	GOLF CART LIFT	5877	HEFTEE	2000	
650 / 0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	944881	1996	TRAILER, HD, ORANGE		MYERS	48"X96"	
650 / 0695 , FACILITY OPERATIONS	FACILITY OPERATIONS	961441	1998	PUMP, W/TRAILER	1041098000657	GODWIN	CD150	

# ATTACHMENT B





(South side). Proceed to the side of the lot nearest the South and of the building and enter at level 2. The first room on your right is \$231 (Administration Annex). From I-4: Exit onto the B-line, 528 East, toward the airport. Exit on the International Dr. exit and turn right onto International Drive. At the second traffic light, turn right onto Destination Parkway and follow it around to the rear of the N/S parking facility. Enter the parking lot (on your left) in the first set of Tool Booths Proceed through the door, and S231A will be directly through the next set of doors.

proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South and of the building and enter at level 2. The first room on your From Bee Line West Bound: Exit onto Universal Boulevard and turn right (Northbound). Travel approximately 3/4 mile and turn left onto Tradeshow Blvd. and right is S231 (Administration Annex).

Proceed through the door, and S231A will be directly through the next set of doors.

Bivd. Proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on From Sandlake Rd: Turn left on to Universal Boulevard and travel approximately 1 1/2 miles, past the new North/South Building, and turn right onto Tradeshow your right is \$231 (Administration Annex).

Proceed through the door, and S231A will be directly through the next set of doors.